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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

THE NVIDIA GPU LITIGATION	)	Case No. C 08-04312 JW
	)	
	)	<u>CLASS ACTION</u>
	)	
This Document Relates To:	)	PLAINTIFFS' REPLY MEMORANDUM
	)	IN SUPPORT OF MOTION FOR FINAL
	)	APPROVAL OF SETTLEMENT
ALL ACTIONS.	)	
	)	DATE: December 20, 2010
	)	TIME: 9:00 a.m.
	)	CTRM: 8, 4th Floor
	)	JUDGE: Hon. James Ware
	)	

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## I. INTRODUCTION

This is a very strong Settlement with three components: replace, repair and reimburse. Without any fee or cost to Settlement Class Members, the Settlement fixes Class Members' Dell and Apple notebook computers, and replaces their HP notebook computers. NVIDIA warrants any parts used to repair the computers will be of good and merchantable quality. The Settlement also establishes a \$2 million fund for cash reimbursements to Class Members who paid to repair their Class Computers. The total value of the Settlement is addressed separately in Plaintiffs' Reply in Support of Motion for Attorneys' Fees and Expenses and Time and Expense Reimbursements for Plaintiffs ("Fee Reply") but just one indicator of value is the over \$500 million NVIDIA took in reserves relating to the defect. Fee Reply at 9-10. NVIDIA is paying for Class Notice and administration, which has already cost more than \$1 million to date. By the time all the claims are processed, the administration costs borne by NVIDIA could exceed \$2 million, plus additional costs for shipping the computers for replacement and repair. Supplemental Decl. of Katie Horton Re: Notice Procedures ("Supp. Horton Decl.") ¶ 28. This broad relief squarely addresses the defects alleged in the Complaint and provides immediate and tangible benefits to Settlement Class Members.

One of Plaintiffs' primary goals is to obtain relief for consumers while they are still in possession of their computers – this is a Settlement with active relief. The Court granted preliminary approval and gave the parties an expedited final approval schedule in response to the parties' request to receive a timely decision on the Settlement. The administrator is implementing the logistics of the repair and replacement program and the parties are working with each other, the administrator and the OEMs to secure and solidify the program so if the Court grants final approval, Class Members can immediately start filing claims.

Over 5 million notices were mailed or emailed, in addition to publication notice. The Settlement website became active on September 28, 2010 and, already over 540,000 consumers visited the website and over 84,000 registered to be added to the email list for notification of final approval, representing a very positive response to the Settlement. *Id.* at ¶ 25 This is not surprising as there is no cap on the number of repairs or replacements.

Also not surprising is the very small number of objections and opt outs to the Settlement. With over 5 million notices to potential Class Members, only 71 opt outs were submitted and only 44 objections were filed. This is an infinitesimal percentage of Class Members, and a strong factor weighing in favor of Settlement approval. *See, e.g., Browning v. Yahoo! Inc.*, No. C04-01463 HRL, 2007 U.S. Dist. LEXIS 86266, at \*37-38 (N.D. Cal. Nov. 16, 2007) (finding “the relatively low percentage of objectors weighs in favor of approval”); *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 102 Cal. Rptr. 2d 777, 782-83 (Ct. App. 2000) (approving settlement where 1.5 percent of class opted out of settlement). Not only is the total number of objections small, but of the 44 objections, approximately half lack standing because they are not Class Members. The remaining objections can be broken down into five categories: (1) objection to some element of the remedy; (2) objection seeking individualized consequential damages; (3) objection to the Notice; (4) objection to class certification; and (5) objection to the extent HP wireless claims are released. As demonstrated below this Settlement exceeds the evaluation standard of fair, reasonable and adequate. Objections to the motion for fees and expenses are addressed separately in Fee Reply. Objections to the release and Product ID Number discrepancies will be addressed primarily by NVIDIA in its reply papers. Objections alleging collusion lack any basis in fact, are also addressed in NVIDIA’s reply papers, and were already addressed by Plaintiffs in the opening Declarations of Jeff Westerman and Layn Philips. Dkt. 258, 256-2. All other objections are addressed in this brief – none weighs against approval of this Settlement. Plaintiffs submit a chart of objections with corresponding page numbers to this brief. *See* Ex. A.

By this brief we also notify the Court that Class Counsel was contacted by the Attorneys General for the States of Illinois, Ohio and Tennessee in connection with those officials’ duties pursuant to the Class Action Fairness Act (“CAFA”) notice NVIDIA provided to the Attorneys General of all 50 States. Plaintiffs’ Counsel spoke with representatives of this group on November 17 and 18 for an extensive review of the terms, scope and relief of the Settlement and the details of the case. The Assistant Attorney Generals advised that they would contact us if they intended to take any negative action at the final approval hearing. They also stated that

1 inaction by them should not be represented as indicating approval of the Settlement. There has  
2 not been any further contact to date.

## 3 **II. HALF OF THE OBJECTORS LACK STANDING**

4 Only class members have standing to object to a settlement. Fed. R. Civ. P. 23(e)(5)  
5 (“[a]ny class member may object”); *see also Tarlecki v. Bebe Stores, Inc.*, No. C 05-1777 MHP,  
6 2009 U.S. Dist. LEXIS 102531, at \*4 n.1 (N.D. Cal. Nov. 3, 2009) (“Since [objector] is not a  
7 class member, she has no standing to object to the settlement.”); *Bischoff v. DirecTV, Inc.*, 180 F.  
8 Supp. 2d 1097, 1113 (C.D. Cal. 2002) (“as non-class members, [objectors] lacked standing to  
9 object and their individual rights would not be affected by the settlement”). Here, Class  
10 Members are defined by the Notice by (1) purchase of a Class Computer, (2) during the date  
11 ranges indicated, and (3) experience of one or more “Identified Symptoms.” *See* Ex. A to Pls.’  
12 Mot. for Prelim. Approval ¶¶ 1.2, 1.28; Amendment No. 1 to Stipulation and Agreement of  
13 Settlement and Release (“Settlement Agreement”); and Notice ¶ 7. Only persons meeting these  
14 criteria have standing to object to the Settlement. Approximately half, 19 individuals out of the  
15 44 objections, did not purchase a Class Computer or experience an Identified Symptom. *See* Ex.  
16 B. They each object to the Settlement stating their computer model should have been included in  
17 the definition of “Class Computers” or that the Identified Symptoms list is under inclusive.  
18 While Plaintiffs sympathize, these people are not Class Members and still have claims they can  
19 separately pursue. Their objections should be overruled.

## 20 **III. THE OBJECTIONS TO THE REMEDY ARE WITHOUT MERIT**

21 The Settlement provides Class Members with repair or replacement of their notebook  
22 computers and cash refunds for out-of-pocket expenditures at no cost to the Class Member.  
23 Certain objectors nevertheless advance arguments against this remedy. Objectors Wentworth  
24 and Widdoss express concerns about having to ship their hard drives. This is not a requirement  
25 of the Settlement but is recommended to ensure affective repairs for Dell and Apple computers.  
26 HP Class Members will be advised they are not required to send in their hard drives when they  
27 receive shipping instructions in response to an approved claim. Class Counsel will notify these  
28 objectors of these facts and ask that they withdraw their objections. Objector Vanover (after

1 admitting that he has suffered no injury) objects that the replacement chip “may or may not have  
 2 the same problems,” while Objector Helfand complains that the new chip has no “warranty.”  
 3 The replacement chips were manufactured using different materials than the defective chips, and  
 4 are not prone to the defect. In addition, NVIDIA agreed that all parts used “shall be of good and  
 5 merchantable quality.” Settlement Agreement ¶ 2.4.

6 Objector Helfand and his lawyer, John Davis, object to the remedy program arguing,  
 7 “Class Members who had to replace their computers, rather than repair them, are not eligible for  
 8 compensation.” Of note, Helfand and Davis frequently represent each other in objection to  
 9 settlements, and sometimes jointly represent others. *See, e.g., Chavez v. Netflix, Inc.*, 75 Cal.  
 10 Rptr. 3d 413, 423-24 (Ct. App. 2008) (Helfand represented Davis in objection to a settlement);  
 11 Plaintiff-Appellee Answering Brief, *Simpson v. Cal. State Teachers’ Ret. Sys.*, No. 04-56075  
 12 (9th Cir. Oct. 26, 2004) (Davis represented Helfand); *In re Visa Check/MasterMoney Antitrust*  
 13 *Litig.*, No. CV-96-52382004, 2004 U.S. Dist. LEXIS 8737 (E.D.N.Y. Apr. 2, 2004) (both  
 14 represented a third party). In short, they are professional objectors, and have been chastised for  
 15 the abuse, rather than protection of, Class interests. *Id.* (special master’s finding that Helfand  
 16 and Davis’s time and travel expenses were excessive). With respect to their objection here, it is  
 17 true, Class Members who did not pay for repairs are not eligible for repair reimbursement.  
 18 However, Class Members who have a covered computer are still entitled to a repair, or as to HP,  
 19 replacement of that computer, even if it is out of warranty. Thus, Mr. Helfand’s objections are  
 20 meritless.

21 Objector Curtis claims the relief “discriminates” against those who previously repaired  
 22 their notebook computers because: (1) the reimbursements for prior repairs might be “pennies on  
 23 the dollar;” (2) the “time and labor costs” of those who repaired their own computers are not  
 24 being reimbursed; and (3) those who had their computers fixed with “rebuilt or used cards”  
 25 cannot get a new replacement card. First, Mr. Curtis sets forth no information regarding his  
 26 computer model or identification number and lacks standing to assert this objection. In addition,  
 27 his objection misses the point that Class Members may receive a cash reimbursement for  
 28 previous out-of-pocket expenses *and* still submit for the applicable repair or replacement. The



1 Settlement website is clear on this point. Any Class Member may send in his or her computer  
2 for repair or replacement regardless of prior repair efforts.

3 Objector Taylor lacks standing, as noted above, but claims the parties inappropriately  
4 limited class membership based on the Purchase Date rather than on a computer's "manufacture  
5 date." Similarly, Objector Thompson claims the Purchase Date ranges indicated in the Notice  
6 are too short to capture all alleged Class Members. However, the date ranges were agreed upon  
7 after extensive negotiation based on chip and computer system shipping information obtained  
8 from documents produced during discovery and information garnered during the mediation  
9 process with the help of NVIDIA and the OEMs. The Purchase Date ranges reflect the parties  
10 best assessments of the time periods within which Class Computers containing the defective  
11 NVIDIA chips were likely sold, and include a significant cushion period at the end, which was  
12 bargained for and obtained by Class Counsel. NVIDIA's Reply, Decl. of Justin Lichterman 13.  
13 Accordingly, using these Purchase Date ranges to help determine class membership is  
14 reasonable, particularly since consumers who experience problems with computers that were  
15 purchased outside the date ranges will not be giving a release.

16 Mr. Taylor also objects to the requirements of the remedy program, saying it is  
17 "ridiculous" for Dell owners to provide "individual part numbers" and further objecting to "proof  
18 of purchase" documentation. Dell owners do not need to provide individual part numbers but  
19 rather a Service Tag Number which is Dell's equivalent of a Serial Number or Product ID  
20 Number. The documentation requirements are reasonable and were addressed by the Court at  
21 preliminary approval.

22 Helfand/Davis object to Class Members being required to send in their computers in  
23 order to have them repaired or replaced.<sup>1</sup> This is the only way to affect a computer repair and,  
24 with respect to the computer replacements, it is a reasonable precaution. The trade-in  
25

26 <sup>1</sup> Similar objections come from Objectors Barbara, Anderson, Copeland, Bradley, N. Johnson  
27 and Eckman, as well as the HP Consumer Objectors addressed below. Only the HP Consumer  
28 Objectors suggest (without support) that this problem is prevalent, and only a small number of  
such objections are raised by people actually claiming to have this problem, following a Notice  
campaign that reached over 5 million consumers.

1 requirement is a “reasonable barrier to entry that minimizes the incentive and opportunity for  
 2 fraudulent claims.” *Fulford v. Logitech, Inc.*, No. 08-cv-02041 MMC, 2010 U.S. Dist. LEXIS  
 3 29042, at \*18 (N.D. Cal. Mar. 5, 2010). Further, the computer is the key piece of evidence that  
 4 one is a Class Member. That one or two individuals may have the idiosyncratic ability to make  
 5 such a showing without their computer is not reason to undo a Settlement that reasonably  
 6 compensates the Class as a whole. *See Create-A-Card, Inc. v. INTUIT, Inc.*, No. CV-07-6452  
 7 WHA, 2009 U.S. Dist. LEXIS 93989, at \*7 (N.D. Cal. Sept. 22, 2009) (“A settlement is fair,  
 8 adequate, and reasonable when ‘the interests of the class as a whole are better served if the  
 9 litigation is resolved by the settlement rather than pursued.’”) (quoting Manual for Complex  
 10 Litigation (Fourth) § 30.42 (2004)).

11 Finally, if the six objectors with this problem believed they have valuable claims without  
 12 possession of their computers, they had the opportunity to opt out of the Settlement when they  
 13 received the Notice indicating possession was required for relief. *See Trew v. Volvo Cars of N.*  
 14 *Am., LLC*, No. Civ. S-05-1379 RRB EFB, 2007 U.S. Dist. LEXIS 55305, at \*8-9 (E.D. Cal. July  
 15 30, 2007) (“The court finds that the settlement provides a reasonable remedy to class members  
 16 and that the opt-out process provided . . . an adequate means of seeking greater compensation.”);  
 17 *Hanlon*, 150 F.3d at 1027 (finding if any objector thought his or her personal claim was being  
 18 sacrificed for the greater good, “they had the right to opt out of the class”). Plaintiffs and  
 19 Defendant are willing to allow these objectors to opt out.

20 **IV. THE OBJECTIONS SEEKING INDIVIDUALIZED CONSEQUENTIAL**  
 21 **DAMAGES MISAPPREHEND THE NATURE OF A CLASS**  
 22 **SETTLEMENT**

23 Objectors Helfand, Weidler, Forry, Jedrzejowski, Kontomaris and Vanover complain, in  
 24 one form or another, that they want different compensation. These objections ignore the point of  
 25 settlement and the standard to be applied: fair, reasonable and adequate. *Hanlon v. Chrysler*  
 26 *Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (holding “the question we address is not whether the  
 27 final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from  
 28 collusion”). The professional objector. Helfand and his interchangeable lawyer, Davis, claim the  
 Settlement is inadequate because it does not compensate Class Members for “loss of use or other

1 incidental or consequential damages.” Weidler seeks compensation for time his computer was in  
 2 for repair, Forry seeks compensation for “time and frustration,” and Jedrzejowski wants  
 3 compensation for lost intellectual property, late charges due his bank, and mental anguish.  
 4 Kontomaris complains the Settlement “should provide for the option” of a full reimbursement of  
 5 the purchase price of the computer, and Vanover “recommends” the Court “allow [him] to  
 6 receive a new replacement Apple . . . computer.”

7       These varied, unsubstantiated assertions of consequential damages, legally viable or not,  
 8 demonstrate the risks in litigating these claims as a class. *See generally Linney v. Cellular*  
 9 *Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (whether a settlement is fair is determined by  
 10 “a balancing of several factors which may include . . . the risk of maintaining class action status  
 11 throughout the trial”). The question is not whether the settlement provides class members  
 12 everything they could hope to recover, but whether the settlement is a fair, reasonable and  
 13 adequate arm’s length *compromise* of a dispute. *See Browning*, 2007 U.S. Dist. LEXIS 86266 at  
 14 \*17 (“[S]ome objectors complain that they should get a full cash refund. This is tantamount to  
 15 complaining that the settlement should be “better,” which is not a valid objection.”); *Linney*, 151  
 16 F.3d at 1242 (“Appellants offer nothing more than speculation about what damages might have  
 17 been won had they prevailed at trial. . . . [I]t is the very uncertainty of outcome in litigation and  
 18 avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed  
 19 settlement is not to be judged against a hypothetical or speculative measure of what might have  
 20 been achieved by the negotiators.”) (internal quotations omitted); *Hanlon*, 150 F.3d 1011 at 1027  
 21 (“[I]t is possible, as many of the objectors’ affidavits imply, that the settlement could have been  
 22 better. But this possibility does not mean the settlement presented was not fair, reasonable or  
 23 adequate. Settlement is the offspring of compromise.”).

## 24 **V. THE OBJECTIONS TO THE NOTICE PLAN ARE UNFOUNDED**

25       The Court approved a directed, targeted Notice Plan with a well-publicized and extensive  
 26 media blanket, both online and in print. Dkt. 250. The Notice Plan’s goal of informing the  
 27 greatest number of Settlement Class Members practicable was achieved. The Notice Plan  
 28 included: (1) mailing a Postcard Summary Notice to 3,146,459 Class Members; (2) emailing the

Summary Notice to 1,977,135 Class Members; (3) publishing Notice in *USA Today* and through online banner ads at *PCWorld.com*, *MacWorld.com* and *PCMag.com*; (4) creating a settlement website at *www.NVIDIASettlement.com*, which is and will remain active and has processed over 600,000 total consumer contacts; (5) establishing an automated toll-free telephone line and live help support system; and (6) providing the Full Notice and eligibility information to Class Members via the Settlement website and telephone system, and mailing it upon request. Decl. of Katie Horton Re: Notice Procedures (“Horton Decl.”) ¶¶ 3, 11-12, 14-17, Dkt. 259. Under even the most stringent due process notice review, no more is required.

Nonetheless, certain objectors complain about the Notice Plan. Objector Thompson claims the Notice is too “complex” and “sophisticat[ed]” for ordinary consumers, and class benefits are “not clarified sufficiently.” Dkt. 287. The Notice explains, in plain language, the Settlement covers certain Dell, HP and Apple notebooks with NVIDIA chips experiencing video and wireless defects. The Notice contains easy-to-follow charts with large text outlining consumers’ “legal rights and options,” affected computers, symptoms, and the available relief. The Notice also details the lawsuit’s basic claims, how to participate or exclude oneself from the Settlement, and where to get more information.

The *NVIDIASettlement.com* website tells the public, via a “frequently asked questions” page, what the lawsuit is about, who is included, the relief available, and important dates. The entire site is logically and conveniently organized. Again, easy-to-understand charts are provided, with an explanation of the Settlement’s benefits. If a consumer still has questions or concerns, a toll-free telephone number is available for additional information.

Objector McQueen complains the Settlement Agreement does not speak to the “length” of the “claim period,” and asks the Court to withhold final approval “until a defined claim period length has been set.” The Settlement materials and claim forms are clear; the claims period runs for 60 days after the Court issues final approval. This objection is groundless.

Serial Objectors Helfand/Davis claim it is “impossible” to determine if “indirect purchasers” are covered by the Settlement, and question whether a “proof of purchase” must have the name of the Class Member seeking relief, and whether an original receipt is required.

1 These points are the hallmark of professional objectors, and say nothing about the fairness of the  
 2 settlement. This is an administration issue, not one that goes to the fairness or adequacy of the  
 3 settlement to the class as a whole. The Court already required that the Settlement be amended to  
 4 give more flexibility to the administrator to exercise discretion about what submitted documents  
 5 constitute acceptable proof of purchase, and the parties did so. Per the sample claims forms, a  
 6 receipt is preferred, but not required, and the claim form plainly states: “*If you cannot locate a*  
 7 *receipt*, please provide the product identification number found on the back of your computer,  
 8 along with the approximate date of when the computer was purchased.” The Notice too says  
 9 consumers may submit “other documentation,” date of purchase, and the notebook’s produce  
 10 identification number to receive relief. If consumers cannot find any documentation or receipt of  
 11 any type or kind, they may call the Administrator for assistance.

12 These professional objections are ill founded because the Notice plainly says: “Judge  
 13 Ware has decided that everyone who fits this description is a Class Member: *All persons and*  
 14 *entities resident in the United States of America who purchased a ‘Class Computer’ in the*  
 15 *United States of America.*” The definition is a model of clarity and simplicity. Notably,  
 16 Helfand’s declaration says nothing about actually having the problems about which he  
 17 complains. Much like the Notice this Court approved in *Lundell v. Dell, Inc.*, the Notice Plan  
 18 here provides “the best practicable notice to the members of the Class and satisfie[s] the  
 19 requirements of due process.” *Id.*, No. CO5-3970 JW/RS, 2006 U.S. Dist. LEXIS 90990, at \*2-3  
 20 (N.D. Cal. Dec. 4, 2006). Over and above the robust Notice and administrator discretion, per the  
 21 Court’s order, it will be notified of all denials of claims, providing further protection. Dkt. 250  
 22 at ¶ 16.

## 23 **VI. THE OBJECTIONS TO CLASS CERTIFICATION ARE WRONG AND** 24 **ADVERSE TO CLASS INTERESTS**

25 Plaintiffs satisfy the requirements of Rule 23, establishing numerosity, commonality,  
 26 typicality and adequacy, and that common issues predominate and a class action is the superior  
 27 method of adjudication here. Fed. R. Civ. P. 23(a)-(b); Dkt. 181 at 9-20; Dkt. 207 at 4-14; Dkt.  
 28 256-1 at 20. All Class Computers are equipped with a defective GPU. *Cartwright v. Viking*

1 *Indus.*, No. 2:07-CV-02159-FCD-EFB, 2009 U.S. Dist. LEXIS 83286, at \*33-36 (E.D. Cal. Sept.  
 2 11, 2009) (holding allegation of a common inherent defect is exactly the sort of common issue  
 3 for which class actions are designed); *Hicks v. Kaufman & Broad Home Corp.*, 107 Cal. Rptr. 2d  
 4 761, 768 (Ct. App. 2001) (“[P]roof of breach of warranty does not require proof the product has  
 5 malfunctioned but only that it contains an inherent defect.”); *see also Chamberlan v. Ford Motor*  
 6 *Co.*, 369 F. Supp. 2d 1138, 1147 (N.D. Cal. 2005).

7 Objectors Barbara and N. Johnson claim the predominance requirement of Rule 23(b) is  
 8 not satisfied. Objector Barbara claims predominance is not satisfied because the laws of all 50  
 9 states applies to the settled claims. This Court already determined the claims are governed by  
 10 California law alone: “California’s interest would be more impaired if its law is not applied.”  
 11 Nov. 19, 2009 Order re Mot. to Dismiss 10. (It is worth noting that Mr. Barbara’s counsel,  
 12 Darrell Palmer, like Mr. Helfand and Mr. Davis, is a professional objector. *See, e.g., Gemelas v.*  
 13 *The Dannon Co., Inc.*, No. 1:08 CV 236, 2010 U.S. Dist. LEXIS 99503, at \*5 (N.D. Ohio Aug.  
 14 31, 2010) (referring to Mr. Palmer and his client as “serial objectors”).

15 Objector N. Johnson contends this Court must engage in an individualized factual inquiry  
 16 on whether each Settlement Class Member’s computer actually exhibited an Identified Symptom.  
 17 This is not so; a common nucleus of operative facts and sworn statements on the claim forms  
 18 suffices. *Miletak v. Allstate Ins. Co.*, No. C 06-03778 JW, 2010 U.S. Dist. LEXIS 26913, at \*28-  
 19 29 (N.D. Cal. Mar. 5, 2010) (holding “a common core of salient facts coupled with disparate  
 20 legal remedies within the class” is sufficient to satisfy predominance) (citation omitted). Here,  
 21 there are numerous common facts for class certification including the common defect in all Class  
 22 Computers. Contrary to Ms. Johnson’s assertion, the court in *Hewlett-Packard Co. v. Superior*  
 23 *Court* made clear class certification does not require that every computer malfunctioned and  
 24 expressly rejected the “position that a product malfunction is required in order for the product to  
 25 be considered defective.” *Id.*, 83 Cal. Rptr. 3d 836, 842 (Ct. App. 2008). These objectors’  
 26 attempts to undo the entire Settlement are not in the Class’s interest and should be overruled.

**VII. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE TO THE EXTENT HP WIRELESS CLAIMS ARE RELEASED**

The objections of the HP Consumer Objectors (“HP Objectors”) should be overruled. They argue they have different claims against HP from those asserted here against NVIDIA, and are not adequately compensated for the release of those claims. They also argue Class Counsel somehow misled this Court, and that “insufficient” discovery took place as to HP. Each of these arguments is wrong.

**A. The Settlement Is Adequate With Respect To The HP Wireless Claims**

The HP Objectors is a group comprised of the plaintiffs from two separate class actions against Hewlett-Packard, *Nygren* and *Perron*. When this case was filed, only *Nygren* was pending. *Nygren*’s then-operative Second Amended complaint alleged HP Computers had a “heat cycling design defect” that interfered with their wireless capabilities. *Nygren* Dkt. 63 ¶ 1. The complaint alleged HP told users the flaw was “affecting AMD based DV 6000, V6000, and DV 9000 notebooks.” *Id.* at ¶ 21. No mention was made in the *Nygren* complaint of NVIDIA, or any graphics chip. Based on these allegations, in the Fall of 2009 Class Counsel informally agreed with Mr. *Nygren*’s counsel the cases did not appear related, and therefore each would be litigated separately and not release the other’s claims. This Court granted summary judgment for HP in the *Nygren* case in June of 2010.

In February of 2010, after this litigation had been underway for over a year, Objector Perron, using the same law firms that filed *Nygren*, filed a complaint against HP alleging “[t]he HP Notebook Computers at issue incorporate an nVidia Northbridge chip, known as a C51” and that on information and belief “*the nVidia C51 is defective and prone to frequent, premature failures, and causes the wireless LAN failures.*” *Perron* Dkt. 1; *id.* at ¶¶ 8 -10 (emphasis added). In July of 2010 (having lost at summary judgment on their previous theory), the *Nygren* plaintiffs moved for leave to submit a Third Amended Complaint with the same allegations as those in the *Perron* case. (That motion was denied August 9, 2010). This new theory was substantially different from the previous allegations in *Nygren*, which claimed “heat cycling” was the cause of the wireless issues and did not mention NVIDIA or graphics chips.



1 Although counsel for Mr. Perron knew no later than February of 2010 that *Perron's*  
 2 factual issues overlapped with this case, counsel did not inform this Court or Class Counsel.  
 3 Ironically the HP Objectors seek to disparage Class Counsel for failing to relate this case to  
 4 *Perron*, notwithstanding that *Perron* was filed *after* this case and there is nothing that could  
 5 have apprised Class Counsel of the substance of the *Perron* claims. The *Perron* complaint was  
 6 not even provided to Class Counsel until *after* the Settlement Agreement was executed, months  
 7 after that case was filed, and *Perron's* counsel failed to file a notice of related case per local rule  
 8 3-12. Since Class Counsel in this case was unaware of the substance of *Perron*, it never reached  
 9 any agreement with the lawyers in that case about anything to do with *Perron*.

10 Further, the HP Objectors cannot have it both ways. They cannot argue that the same  
 11 product defect that was the basis of this litigation from the start is also the cause of their wireless  
 12 problems, while simultaneously arguing their claims are “distinct” from, and more valuable than,  
 13 those of the other Settlement Class Members. Because the HP Objectors belatedly complain of  
 14 the same problem – a defective NVIDIA chip that causes problems with their computers – and  
 15 because they are receiving a remedy that will solve that problem their arguments that their claims  
 16 are “distinct” or inadequately compensated are meritless.

17 The release of the HP Objectors' claims is subject to the same analysis as the other Class  
 18 Members' claims. As detailed in Plaintiff's motion for final approval, the relief achieved here is  
 19 more than adequate compensation. Dkt. 256-1 at 7-8. However, the HP Objectors misread  
 20 certain facts that bear correction. First, the HP Objectors point to wording in the Class Notice  
 21 stating not all of the computers listed on the Notice contain NVIDIA chips, then claim certain  
 22 “class members” will release their claims without knowing if they are entitled to relief. This is  
 23 not true. The Notice and Settlement Agreement make clear that only individuals whose  
 24 computers contain NVIDIA chips are Class Members, and only they are releasing claims.  
 25 Settlement Agreement at ¶ 1.24. The Notice language simply confirms that consumers must  
 26 have a computer with an NVIDIA chip to be a Class Member. NVIDIA's counsel that they share  
 27 this reading of the Agreement. There is simply no ambiguity to the document.



1 The HP Objectors also complain HP is “contributing nothing” to the Settlement. This is  
 2 untrue and irrelevant. HP provided information for Class Notice, and is helping to supply  
 3 NVIDIA with replacement computers that will be shipped to qualifying Class Members. Decl.  
 4 of Lichterman 12. HP is devoting valuable time and resources to the Settlement. Regardless, the  
 5 question is whether Class Members are receiving fair value for their released claims, not where  
 6 that value comes from. *See, e.g., Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1293 (9th Cir. 1992)  
 7 (agreeing with several courts that in evaluating the fairness of a proposed settlement, a court  
 8 should determine only if the total compensation to the class is fair, adequate and reasonable, and  
 9 need not speculate as to the appropriate contribution of each defendant).

10 **B. The Discovery In This Case Was Extensive And Thorough**

11 The HP Objectors complain the HP discovery was insufficient, by misreading the record  
 12 and suggesting Plaintiffs reviewed a total of 736 pages from all OEMs combined. Magistrate  
 13 Lloyd’s Order on Plaintiffs’ Motion to Compel certain HP documents, alone, compelled  
 14 production of 1,019 HP documents (not pages). And these documents are only a fraction of the  
 15 over 430,000 pages of documents Plaintiffs reviewed, many of which originated with the OEMs.  
 16 While most of the documents in this case were produced by NVIDIA, many were produced *on*  
 17 *behalf of* third parties, including HP, the GPU manufacturer Taiwan Semiconductor, Apple and  
 18 Dell, because NVIDIA has possession of their documents and made arrangements with the  
 19 OEMs to produce them. This was consistent with Federal Rule of Civil Procedure 45’s of goal  
 20 of minimizing discovery impact on non-parties, and provided Counsel with sufficient  
 21 information to determine the Settlement is “fair, reasonable and adequate.” The evidence  
 22 demonstrates Class Members suffered injury by purchasing less than what they bargained for,  
 23 and it is uncontroverted that HP Class Members will now receive *exactly* what they bargained  
 24 for, a computer with a functioning NVIDIA chip.

25 The HP Objectors contend they have “evidence” that: 1) consumers “reasonably expect”  
 26 that a computer will last 4 to 5 years; and 2) consumers are entitled to as much as \$1,000 each in  
 27 damages. First, as this Court held, and the Ninth Circuit affirmed in *Long v. Hewlett-Packard*, a  
 28 consumer’s “reasonable expectations” as to a product’s useful life are often trumped by the time

1 limitations in a manufacturer's warranty. *Long v. Hewlett-Packard Co.*, 316 Fed. Appx. 585,  
 2 586 (9th Cir. 2009). Second, claiming to have evidence is not the same as putting that evidence  
 3 in the record. *See generally Maywalt v. Parker & Parsley Petroleum Co.*, 67 F.3d 1072, 1080  
 4 (2d Cir. 1995) (rejecting similar argument where objectors did not "provide any evidence tending  
 5 to establish either the merit or the value of [the] claim"). In any event, HP Class Members can  
 6 receive a new computer, even if they are out of warranty, with a new, additive useful life.

### 7 **C. The Class Representatives And Class Counsel Are Adequate**

8 The HP Objectors' arguments that the Class Representatives and Class Counsel are  
 9 somehow "inadequate" are flawed. The HP Objectors assert their claims are different from the  
 10 claims of the other Class Members – their arguments regarding adequacy are premised on that  
 11 idea. As explained above, the HP Objectors' own papers say otherwise. Thus, the problems they  
 12 complain of are illusory. As detailed in Plaintiffs' motion for class certification, the issue  
 13 common to all Class Members is the presence of a defective NVIDIA GPU. Dkt. 181 at 3. The  
 14 only difference between the HP Objectors' claims and those of other Class Members is the  
 15 identifying symptom they are experiencing.

16 Notably, Class Counsel were contacted by Settlement Class Members who experienced  
 17 *both* the wireless issue and one or more of the other symptoms listed in the Settlement  
 18 Agreement, such as failures to boot up, random shut downs, or blank screens. Decl. of Sheila  
 19 Feerick ¶ 7. The HP Objectors provide no indication of how they would deal with such claims,  
 20 or how they could obtain relief better than the replacement computers offered here. These  
 21 complaints and others like them confirm that the real issue is a defective NVIDIA chip, which  
 22 causes other problems. Representative Robinson had standing and is an adequate representative  
 23 to release the HP wireless claims, because his HP has a defective NVIDIA chip.

### 24 **VIII. THE SETTLEMENT HAS IMPROVED SINCE PRELIMINARY** 25 **APPROVAL AND THE REACTION OF THE CLASS SUPPORTS FINAL** 26 **APPROVAL**

27 In addition to the documents filed with the Court, and the responses received by the  
 28 administrator, Class Counsel was contacted by phone or email by approximately 147 potential  
 Class Members. *Id.* at ¶ 4. When Class Counsel noticed that several of these people had a

covered family of HP models (TX1xxx) but were not included in the Settlement based on their Product ID Numbers, Counsel contacted NVIDIA. Ultimately, NVIDIA agreed that the list of TX1xxx models set forth in the Settlement Agreement was under-inclusive. As a result, all TX1xxx are now included in the Settlement. Similarly, Class Counsel was contacted by individuals whose HP Product ID Number ended in “ABA” but otherwise matched a covered Product ID Number. Again, Class Counsel sought explanation from NVIDIA, these computers were confirmed as included in the Settlement, and Notice was modified accordingly. This shows Class Counsel’s tenacity in providing relief for as many people as possible.

The remaining emails received by Class Counsel expressing concerns about the Settlement generally fall into two categories: emails from individuals who are disappointed their computer is not covered by the Settlement (who are not releasing any claims), and emails from individuals who have questions regarding the claims process. Class Counsel already responded to 143 of the 147 phone calls and emails, and is working on the remaining four. Lead Counsel’s class member services department is expending considerable time and effort and will continue to do so until each person receives a response. *Id.* at ¶¶ 4, 8. Other Class Members contacted Class Counsel only to praise the Settlement. Examples include the following:

- I want to congratulate you on your excellent work. I had almost given up and was resigned to being without a laptop. What documentation will I need? I want to be ready and prepared to file the claim as soon as filing starts. . .
- This just made my day. Thank you soooo much!!!!
- Wonderful news! Thanks for informing. I really appreciate it!
- I believe this will result in more justice to all the affected owners of this model of computer.

## **IX. CONCLUSION**

The Settlement provides significant relief to Class Members and squarely addresses the defect alleged, without cost to consumers. The proposed Settlement warrants final approval.

DATED: December 6, 2010

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## **EXHIBIT A**

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
1	HP Consumers	x	8/27/2010	240	HP Pavilion dv6110us; HP Pavilion dv6140us	RG254UA#ABA; RG274UA#ABA		Michael F. Ram Ram & Olson LLP 415.433.4949	n/a	FA 7, 11-14
2	Calvin Chen		10/1/2010		HP Pavillion dv6000	CNF6271D03	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
3	Channa Weeraturge		10/1/2010			FP386D1	x			
4	Dorothy Winters		10/1/2010				x			
5	Andrew E. Graber		10/3/2010		Dell E1705	CVW9FC1	x			
6	Anthony Tolbert		10/3/2010			C2TLXD1	x			
7	Leonard Blessing		10/3/2010		Dell Inspiron 1420	1QDXTF1	x			
8	Norma Doenecke		10/3/2010		HP Pavillion dv6000 SN CNF63843CY	RG 254UA#ABA	x			
9	Tom Roll		10/3/2010		MacBook Pro MA895LL/A	W8748B8ZX91	x			
10	Vicki Johnson	not filed	10/4/2010		HP Pavillion tx1000z	RX695AV				
11	Ellen Phinney		10/5/2010				x			
12	Kenneth Roosa		10/5/2010		Dell XPS M1330	748PGG1	x			
13	Sabrina Morresi-Quairoli on behalf of Lucia Morresi		10/5/2010		Dell XPS M1330	2M174F1	x			
14	Thomas Loyd		10/5/2010		Dell Inspiron 1720	4HMMWGF1	x			
15	R. Simmons		10/6/2010				x			
16	Mary Beth Angin		10/7/2010				x			
17	Todd Anderson	x	10/8/2010	251	HP Pavillion 6233se	RP158UA				FA 6, 7
18	Paul Leibowitz		10/11/2010		Dell Inspiron 9400	87SX9C1	x			
19	Robert A. Lloyd	x	10/12/2010	252	Dell Latitude D630 Laptop	GQQVMG1				
20	Microsoft Brien Jacobsen		10/13/2010		Dell		x			



No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
21	Hristo Stoyanov	x	10/14/2010	253	HP Pavilion tx1000z	GD617AV				
22	Neel Joshi		10/15/2010			CJT6CB1	x			
23	Nikhil D. Sharma	x	10/15/2010	254	HP Pavilion tx1000z	GD617AV				
24	Richard Eckman	x	10/15/2010	255	HP Pavilion dv2220US					FA 6, 7
25	Steven Gruchawka		10/16/2010		Dell XPS M1330	225W4GI	x			
26	Louise Slack		10/17/2010			GA4546A#ABA	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	FA - Final Approval Reply FR - Fee Reply
27	Douglas Fory	x	10/18/2010	261	Dell Latitude D820	JV96NB1				FA 5,6
28	Jeffrey Widdoss	x	10/18/2010	262	Dell	GY290G1				FA 3
29	Mitchell P. Portnoy		10/18/2010		Dell XPS M1530	363TJF1	x			
30	Mark E. Duncan	x	10/19/2010	264	dv2715nr	KC453UA#ABA				
31	Lynda Beaumont		10/20/2010		Dell	6DZKL91	x			
32	Patrick Yusko	x	10/21/2010	265	HP Pavilion dv2700t	KQ654AV				
33	Amelia D. Williams		10/22/2010		Dell Latitude D620	DF2D6D1	x			
34	Bernice Rivera		10/22/2010		Apple	w874505GXA9	x			
35	Christian P. Randon	not filed	10/22/2010		Apple MacBook Pro	w872635PXAG				
36	Linda Swenson		10/22/2010		Dell Inspiron 9400		x			
37	Gracie Ledingham		10/23/2010		MacBook Pro	w8822ABGYJX	x			
38	James E. Sharsky		10/23/2010		Dell Inspiron 1720 PP22X	BL2SZF1	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
39	John Ledingham		10/23/2010		MacBook Pro	W88244QAYJX	x			
40	W. Dombroski		10/24/2010			15M6LF1 24M6LF1	x			
41	Claude P. McGirt III		10/25/2010		MacBook Pro	W882309Z1SG	x			
42	Kari S. Diehl	x	10/25/2010	272/271	HP Pavilion DV92xx/ DV93xx	RP116UA#ABA				
43	Kenneth Claggett	x	10/25/2010	269	HP dv9000	RP250A#ABA				

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
44	Matt Weidler	x	10/25/2010	268	Dell XPS M1730 2263375117	11FJZF1				FA 5,6
45	Michael W. Cook		10/25/2010				x			
46	Sharon Kleyweg		10/25/2010		HP Pavilion dv6000	CN164832GM RG272UA#ABA	x			
47	Shelia Holland		10/25/2010		Dell Inspiron E1705	H2VVQC1	x			
48	Shreesa Copeland	x	10/25/2010	270	HP Pavilion dv6000	GA450UA#ABA				FA 6,7

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
49	David W. Taylor	x	10/28/2010	275	HP Pavilion dv6000	GA450UA#ABA				FA 4.5
50	Joe Brown for Hillside Church		10/28/2010				x			
51	Michelle Taylor		10/28/2010			GA355UA#ABA	x			
52	Phillip S. Hensley		10/28/2010		MacBook Pro 2.2	W87381PCXAH	x			
53	Ryan S. Hensley		10/28/2010		MacBook Pro 2.2	W87301UFX91	x			
54	Stephen Hensley		10/28/2010		MacBook Pro 2.2		x			
55	Brooke Hirst	x	10/29/2010	277	Dell XPS 1210	8KS6BB1				

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
56	Holly Strong & Mario Velasquez	x	10/29/2010	276	HP Pavilion TX2000	KN966UA#ABA; KX53lav				
57	Kathleen Sikes		10/29/2010		HP Pavilion dv6000	CNF6371Z9S RG279UA#ABA	x			
58	Kevin J. Groetken	x	10/29/2010	278	HP Pavilion dv6000z	RX950AV				

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
59	Robroy R. Fawcett	not filed	10/29/2010		HP DV6503US					
60	Brian Bonkosky		10/30/2010		Apple MacBook Pro	W87471BPX91	x			
61	Mark McNally		10/30/2010				x			
62	Paul L. Peebles		10/30/2010		HP	RV326UA#ABA 2CE718027Y RV326UA#ABA 2CE7192J0B	x			
63	Shelle J. Saunters		10/30/2010		Apple MacBook Pro Model #A1226		x			
64	Ying W. Gilbert		10/31/2010		HP Compaq Presario F500	GF596UA	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
65	David W. Taylor	x	11/1/2010	282	HP Pavilion dv6000; Dell Latitude D830	GA450UA; F3FKVG1				



No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
66	Ivan L. Bradley	x	11/11/2010	279	HP Pavilion dv9208nr	RP114UA#ABA				FA 6, 7
67	Jacob L. Lemmons		11/11/2010		HP Pavilion tx1230	CNF 7477HH8 GS865UA#ABA	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
68	Josh Soper	x	11/1/2010	281	Apple MacBook Pro	W88286TEYJX				
69	Roderick S. Wentworth	not filed	11/1/2010		Compaq Presario V6210	RP203UA#ABA				FA 3
70	Roman Sook	x	11/1/2010	280	HP dv9000	RP247UA#ABA				
71	Carlos Garay		11/2/2010		HP dv2315nr	RV324UABA	x			



No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
73	Daniel L. Vanover	x	11/2/2010	284	Apple Macbook Pro 15"					FA 3.5,6

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
74	Dr. Konstantinos Kontomaris	x	11/2/2010	286	HP Pavilion dv9420	GA354UA				FA 5,6
75	Lawrence E. Bates	x	11/2/2010	285	HP Pavilion dv2000t	RM669AV				
76	Michael N. Glaab	not filed	11/2/2010		HP dv9700	KL086AV				
77	Ted Pickenbrock		11/2/2010		Dell Inspiron 9400	J8LTY91	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
78	Tyrel M. McQueen	not filed	11/2/2010		Apple	W87378L3X91				FA 8
79	Christine Harvey		11/3/2010		Dell Inspiron E1705	FNOXBB1	x			
80	Cindy McFadden		11/3/2010		HP Pavilion dv9205	RP115UA#ABA	x			
81	Dan Dougherty on behalf of Treasure Valley Bible Church		11/3/2010		HP Pavilion dv6449	CNF 7302CZ7 CNF 7302CLR CNF 7302CZM CNF 7302D3G	x			
82	Frank Monterisi		11/3/2010		Apple MacBook Pro	W872321XXAH	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
83	Jacek Jedrzejowski		11/3/2010		HP Pavilion dv9225	RP122UA				FA 5.6
84	John Christensen		11/3/2010		Apple MacBook Pro	W87340YUX91	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
85	Matthew J. Jeffs	not filed	11/3/2010							
86	Robert R. Howell		11/3/2010		Dell XPS M1530	JY4NTG1	x			
87	Cornelius F. Ivory		11/4/2010		Apple MacBook Pro	W873133WXAG	x			
88	Deborah Goldstein	x	11/4/2010	291	Dell XPS M1330	465Y1F1	x			



No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
89	James A. Curtis	x	11/4/2010	289						FA 4

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
90	John G. Sletten	x	11/4/2010	290	HP Pavilion dv9000	GD574AV				
91	Marianne Buddie	x	11/4/2010	288	HP dv9500					
92	Robert A. Blythe	x	11/4/2010	292	HP Pavilion tx1327cl	GS868UA#ABA				
93	Angel DiGrucchio		11/5/2010		MacBook	W874905TX91	x			
94	Arturo Lammoglia		11/5/2010		Dell XPS M1530	78FF7G1	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
95	Frank Barbara	x	11/5/2010	296	Apple Imac Book Pro 17"	W882049HYJX		Darrell Palmer 858.792.5600		FA 6,7,10 FR 1,2,3,10,11

[illegible]

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
96	HP Consumers	x	11/5/2010	295/294	HP Pavilion dv6110us	RG254UA#ABA		Michael F. Ram Ram & Olson LLP 415.433.4949		

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
97	John H. Langer		11/5/2010		HP Pavilion dv6449	CNF6294244 GA456UA#ABA	x			
98	Mary Roy & Dean Roy	x	11/5/2010	297	Dell (4 computers)	8YRR4N1; 2Y6WYH2; 8J9M1H1; 7YRR4N1		John P. Dillman 713.844.3436		FR 1,8

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
99	Nikki Johnson	x	11/5/2010	293	HP Pavilion dv6140us	RG274UA#ABA			x	FA 6,7,10 FR 1,2,4,8,9

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
100 R. Abbou			11/5/2010				X			



No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
101	Steven Helfand	x	11/5/2010	298/299	Dell E1705	UF804		John W. Davis 619.400.4870	x	FA 3,4,5,6,9 FR 1,3,4,8,10,12,13,14





No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
102	Timothy J. Kuhn		11/5/2010		Dell	BXSWRG1	x			
103	David J. Stapleton		not dated		A1260	W88092RGYJZ	x			
104	Jack Maize		not dated		Apple MacBook Pro	W89331UC8YA	x			
105	Kevin Armbruster		not dated		Dell XPS M1330	6JP8CF1	x			
106	Melanie Rambo		not dated		Dell Inspiron E1705	J1QSN1	x			

No.	Name of Objector(s)	Filed	Date	Dkt. No.	Brand/Model #	Product ID #	Opt Out	Lawyer	Plans to Appear	Brief Cite FA - Final Approval Reply FR - Fee Reply
107	Stephen W. Ballard		not dated		Dell	4LNQLJ1	x			
108	Jeffrey M. Gattelle		not dated		Dell Inspiron	GTKM8C1	x			
109	Mark Bowers		not dated				x			
110	Vada Ngo		not dated		Dell XPS M1330	9V4BTF1	x			
111	Ruth Landis		11/17/2010		Compaq Presario V6000	EX993AV				

**EXHIBIT B**

Lawrence E. Bates (HP Pavilion dv2000t, P/N: RM669AV), Robert A. Blythe (HP Pavilion tx1327cl, P/N: GS868UA#ABA), Marianne Buddie (HP Pavilion dv9500, P/N: RL653AV), Kenneth Claggett (HP Pavilion dv9000, P/N: RP250A#ABA), Karl S. Diehl (HP Pavilion dv9000, P/N: RP116UA#ABA), Mark E. Duncan (HP Pavilion dv2715nr, P/N: KC435UA#ABA), Michael Glaab (HP dv9700), Kevin Groetken (HP Pavilion dv6000z, P/N: RX950AV), Debora Goldstein (Dell XPS M1330), Brooke Hirst (Dell XPS 1210, P/N XG597 – has not experienced an Identified Symptom), Matthew Jeffs (no model indicated), Nikhil D. Sharma (TX1000z, P/N: GD617AV), John Sletten (HP Pavilion dv9000, P/N: GD574AV), Roman Sook (HP dv9000, P/N: RP247UA#ABA), Hristo Stoyanov (HP Pavilion tx1000z, P/N: GD617AV), David Taylor (HP Pavilion dv6000, P/N: GA450UA#ABA), Patrick Yusko (HP Pavilion dv2700t, P/N: KQ654AV), Mario Velasquez and Holly Strong (joint objection) (HP Pavilion tx2000, P/N: KX531AV), James A. Curtis (no model indicated).